

Indexing Instructions: Parts of Sections 25, 26, Township 2, Range 6 West, DeSoto County, Mississippi.  
 Sec. 25, SE 1/4 & S1/2, NE 1/4, NE 1/4, Sec. 26, SW 1/4 & S 1/2, NW 1/4, NW 1/4.

U.S. DEPARTMENT OF AGRICULTURE  
 COMMODITY CREDIT CORPORATION

CCC-1255  
 10-96  
 OMB No. 0578-0013  
 (30 Year)

## WARRANTY EASEMENT DEED

WETLANDS RESERVE PROGRAM  
 AGREEMENT NO. 66-4423-9-6539

THIS WARRANTY EASEMENT DEED is made by and between Larry K. DePriest of DeSoto County (hereafter referred to as the "Landowner") Grantor(s), and the **UNITED STATES OF AMERICA, by and through the Commodity Credit Corporation** (hereafter referred to as the "United States"), Grantee. The Landowner and the United States are jointly referred to as the "Parties."

Witnesseth

**Purposes and Intent.** The purpose of this easement is to restore, protect, manage, maintain, and enhance the functional values of wetlands and other lands, and for the conservation of natural values including fish and wildlife habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values, and environmental education. It is the intent of CCC to give the Landowner the opportunity to participate in the restoration and management activities on the easement area.

**Authority.** This easement deed acquisition is authorized by the Title XII of the Food Security Act of 1985, as amended (16 U.S.C. § 3837), for the Wetlands Reserve Program.

NOW THEREFORE, for and in consideration of the sum of **Ninety-three Thousand Eight Hundred Thirty and No/100 Dollars (\$93,830.00)**, the Grantor(s), hereby grants and conveys with general warranty of title to the **UNITED STATES OF AMERICA** and its assigns, the Grantee, for 30 years, all rights, title and interest in the lands comprising the easement area described in Part I and appurtenant rights of access to the easement area, but reserving to the Landowner only those rights, title and interest expressly enumerated in Part II. It is the intention of the Landowner to convey and relinquish any and all other property rights not so reserved. This easement shall constitute a servitude upon the land so encumbered, shall run with the land for 30 years and shall bind the Landowners, (the Grantor(s)), their heirs, successors, assigns, lessees, and any other persons claiming under them.

SUBJECT, however, to all valid rights of record, if any.

**PART I. Description of the Easement Area.** The lands encumbered by this easement deed, referred to hereafter as the easement area, are described on EXHIBIT A which is appended to and made part of this easement deed. Such a right-of-way for access purposes is described in Exhibit B which is appended to and made a part of this easement deed.

TOGETHER with a right of access for ingress and egress to the easement area across adjacent or other properties of the Landowner.

**PART II. Reservations in the Landowner on the Easement Area.** Subject to the rights, title, and interest conveyed by this easement deed to the United States, the Landowner reserves:

A. **Title.** Record title, along with the Landowner's right to convey, transfer, and otherwise alienate title to these reserved rights.

B. **Quiet Enjoyment.** The right of quiet enjoyment of the rights reserved on the easement area.

C. **Control of Access.** The right to prevent trespass and control access by the general public.

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D. Recreational Uses. The right to undeveloped recreational uses, including hunting and fishing, and including leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time.

E. Subsurface Resources. The right to oil, gas, minerals and geothermal resources underlying the easement area, provided that any drilling or mining activities are to be located outside the boundaries of the easement area unless activities within the boundaries are specified in accordance with the terms and conditions of EXHIBIT C, if any.

PART III. Obligations of the Landowner. The Landowner shall comply with all terms and conditions of this easement, including the following:

A. Prohibitions. Unless authorized as a compatible use under Part IV, it is expressly understood that the rights to the following activities and uses have been acquired by the United States and are prohibited of the Landowner on the easement area:

1. haying, mowing or seed harvesting for any reason;
2. altering of grassland, woodland, wildlife habitat or other natural features by burning, digging, plowing, discing, cutting or otherwise destroying the vegetative cover;
3. dumping refuse, wastes, sewage or other debris;
4. harvesting wood products;
5. draining, dredging, channeling, filling, leveling, pumping, diking, impounding or related activities, as well as altering or tampering with water control structures or devices;
6. diverting or causing or permitting the diversion of surface or underground water into, within or out of the easement area by any means;
7. building or placing buildings or structures (including fences) on the easement area;
8. planting or harvesting any crop; and
9. grazing or allowing livestock on the easement area.

B. Noxious plants and pests. The Landowner is responsible for noxious weed control and emergency control of pests as required by all Federal, State and local laws. A plan to control noxious weeds and pests must be approved in writing by the CCC prior to implementation by the Landowner.

C. Fences. Except for establishment cost incurred by the United States and replacement cost not due to the Landowner's negligence or malfeasance, all other costs involved in maintenance of fences and similar facilities to exclude livestock shall be the responsibility of the Landowner.

D. Taxes. The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.

E. Reporting. The Landowner shall report to the CCC any conditions or events which may adversely affect the wetland, wildlife, and other natural values of the easement area.

PART IV. Allowance of Compatible Uses by the Landowner.

A. General. The United States may authorize, in writing and subject to such terms and conditions the CCC may prescribe at its discretion, the use of the easement area for compatible economic uses, including, but not limited to, managed timber harvest, periodic haying, or grazing.

B. Limitations. Compatible use authorizations will only be made if such use is consistent with the long-term protection and enhancement of the wetland and other natural values of the easement area. The CCC shall

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prescribe the amount, method, timing, intensity, and duration of the compatible use.

**PART V. Rights of the United States.** The rights of the United States include:

A. **Management activities.** The United States shall have the right to enter unto the easement area to undertake, at its own expense or on a cost share basis with the Landowner or other entity, any activities to restore, protect, manage, maintain, enhance, and monitor the wetland and other natural values of the easement area. The United States, at its own cost, may apply to or impound additional waters on the easement area in order to maintain or improve wetland and other natural values.

B. **Access.** The United States has a right of reasonable ingress and egress to the easement area over the Landowner's property, whether or not the property is adjacent or appurtenant to the easement area, for the exercise of any of the rights of the United States under this easement deed. The authorized representatives of the United States may utilize vehicles and other reasonable modes of transportation for access purposes.

C. **Easement Management.** The Secretary of Agriculture, by and through the CCC may delegate all or part of the management, monitoring or enforcement responsibilities under this easement to any entity authorized by law that the CCC determines to have the appropriate authority, expertise and resources necessary to carry out such delegated responsibilities. State or federal agencies may utilize their general statutory authorities in the administration of any delegated management, monitoring or enforcement responsibilities for this easement. The authority to modify or terminate this easement (16 U.S.C. § 3837 e(b)) is reserved to the Secretary of agriculture in accordance with applicable law.

D. **Violations and Remedies - Enforcement.** The Parties agree that this easement deed may be introduced in any enforcement proceeding as the stipulation of the Parties hereto. If there is any failure of the Landowner to comply with any of the provisions of this easement deed, the United States or other delegated authority shall have any legal or equitable remedy provided by law and the right:

1. To enter upon the easement area to perform necessary work for prevention of or remediation of damage to wetland or other natural values; and,
2. To assess all expenses incurred by the United States (including any legal fees or attorney fees) against the Landowner, to be owed immediately to the United States.

**PART VI. General Provisions.**

A. **Successors in Interest.** The rights granted to the United States shall accrue to any of its agents, successors, or assigns. All obligations of the Landowner under this easement deed shall also bind the Landowner's heirs, successors, agents, assigns, lessees, and any other person claiming under them. All the Landowners who are parties to this easement deed shall be jointly and severally liable for compliance with its terms.

B. **Rules of Construction and Special Provisions.** All rights in the easement area not reserved by the Landowner shall be deemed acquired by the United States. Any ambiguities in this easement deed shall be construed in favor of the United States to effect the wetland and conservation purposes for which this easement deed is being acquired. The property rights of the United States acquired under this easement shall be unaffected by any subsequent amendments or repeal of the Wetlands Reserve Program. If the Landowner receives the consideration for this easement in installments, the Parties agree that the conveyance of this easement shall be totally effective upon the payment of the first installment.

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PART VII. Special Provisions.

The landowner will be allowed to harvest timber according to a timber harvesting plan approved by the United States, subject to such terms and conditions CCC or assigns may prescribe at its discretion, that is consistent with the long term protection and enhancement of the wetland resources for which the easement was established. Single tree or group selection methods of harvesting will be used to ensure that multiple age classes are maintained similar to a natural forest. All harvested areas shall be reforested by artificial or natural regeneration. All harvesting will be carried out utilizing the best management practices that control erosion, protect water quality, maintain biodiversity and wildlife habitat and ensure that the wetland functions and values of the easement area are protected and enhanced. The duration of this compatible use will be for the life of the WRP easement. The amount, timing and intensity of timber harvesting allowed by the plan may vary based on the type of forest ecosystem for which timber is proposed.

This property constitutes no part of Grantor's homestead.

TO HAVE AND TO HOLD, this Warranty Easement Deed is granted to the United States of America and its successors and assigns for 30 years. The Landowner covenants that he/she/they is/are vested with good title to the easement area and will warrant and defend the same on behalf of the United States against all claims and demands. The Landowner covenants to comply with the terms and conditions enumerated in this document for the use of the easement area and adjacent lands for access, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this easement deed.

Dated this 9th day of January, 2001.

WITNESSES:

*Carol Henley*  
*[Signature]*

LANDOWNER(S):

*[Signature]*  
Larry K. DePriest

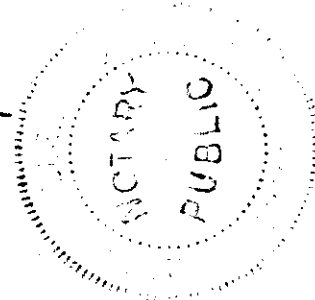
Acknowledgment

STATE OF MISSISSIPPI  
COUNTY OF Desoto

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the aforesaid jurisdiction, Larry K. DePriest, who acknowledged that he signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned, as his own act and deed.

GIVEN UNDER MY HAND and official seal of office this 09 day of January, 2001.

*Therese H. Clark*  
Notary Public



My Commission Expires:

My Commission Expires Oct. 4, 2002

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This instrument was drafted by the Office of the General Counsel, U.S. Department of Agriculture, Washington, D.C. 20250-1400.

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OMB DISCLOSURE STATEMENT

Public reporting burden for this collection of information is approximately sixty (60) minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimated or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture Clearance Office OIRM, Room 404-W Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 0578-0013), Washington, D.C. 20503.

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GRANTORS:

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GRANTEES:

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**WETLANDS EASEMENT LEGAL DESCRIPTION****LARRY DEPRIEST PROPERTIES CONTRACT NO. 66-4423-9-6539**

SEE ATTACHED PLAT FOR GRAPHIC REPRESENTATION AND IS A PART OF THIS LEGAL DESCRIPTION.

**EXHIBIT A DESCRIPTION OF WETLAND AREA**

A PORTION OF SECTIONS 25 AND 26, TOWNSHIP 2, RANGE 6 WEST, CHICKASAW BASE LINE AND PRINCIPLE MERIDIAN, DESOTO COUNTY, MISSISSIPPI, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 26, TOWNSHIP 2, RANGE 6 WEST, CHICKASAW BASE LINE AND PRINCIPLE MERIDIAN, DESOTO COUNTY, MISSISSIPPI; THENCE THROUGH THE FOLLOWING COURSES AND DISTANCES:  
 SOUTH 89°19'12" WEST, 1970.85 FEET TO A 5/8" REBAR AND STEEL 'T' POST; THENCE NORTH 64°25'04" EAST, 1694.64 FEET TO A 5/8" REBAR AND STEEL 'T' POST; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1216.18 FEET, AN ARC LENGTH OF 306.78 FEET, AND A CHORD DIRECTION OF NORTH 53°47'05" EAST, 305.96 FEET TO A 5/8" REBAR AND STEEL 'T' POST; THENCE NORTH 90°00'00" EAST, 611.43 FEET TO A 5/8" REBAR AND STEEL 'T' POST; THENCE NORTH 00°00'00" WEST, 2804.64 FEET TO A 5/8" REBAR AND STEEL 'T' POST; THENCE SOUTH 89°17'40" EAST, 1503.78 FEET TO A 5/8" REBAR AND STEEL 'T' POST; THENCE SOUTH 73°44'23" EAST, 287.50 FEET TO A 5/8" REBAR AND STEEL 'T' POST; THENCE SOUTH 51°50'34" EAST, 204.75 FEET TO A 5/8" REBAR AND STEEL 'T' POST; THENCE SOUTH 08°46'20" EAST, 416.37 FEET TO A 5/8" REBAR AND STEEL 'T' POST; THENCE SOUTH 01°50'14" WEST, 717.37 FEET TO A 5/8" REBAR AND STEEL 'T' POST; THENCE SOUTH 10°31'25" WEST, 1007.45 FEET TO A 5/8" REBAR AND STEEL 'T' POST; THENCE SOUTH 49°49'50" WEST, 251.92 FEET TO A 5/8" REBAR AND STEEL 'T' POST; THENCE SOUTH 37°08'39" WEST, 1065.71 FEET TO A 5/8" REBAR AND STEEL 'T' POST; THENCE SOUTH 26°43'04" WEST, 379.36 FEET TO A 5/8" REBAR AND STEEL 'T' POST; THENCE NORTH 89°56'14" WEST, 1206.68 FEET TO A 5/8" REBAR AND STEEL 'T' POST, AND THE POINT OF BEGINNING.

CONTAINING 170.83 ACRES MORE OR LESS OF LAND.

**EXHIBIT B DESCRIPTION OF INGRESS - EGRESS EASEMENT #1**

TOGETHER WITH AND ALSO A PART OF AN INGRESS-EGRESS EASEMENT THAT MORE OR LESS FOLLOWS THE CENTERLINE OF A FARM ROAD, DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 2, RANGE 6 WEST, CHICKASAW BASE LINE AND PRINCIPLE MERIDIAN, DESOTO COUNTY, MISSISSIPPI; THENCE NORTH 89°57'18" WEST, 2638.68 FEET TO A POINT ON THE CENTERLINE OF BYHALIA ROAD (S.R. 304); THENCE NORTH 16°56'17" EAST, 41.80 FEET TO THE NORTH R.O.W. OF SAID BYHALIA ROAD (S.R. 304), SAID POINT BEING THE POINT OF BEGINNING OF A 15 FOOT WIDE ACCESS EASEMENT, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: THENCE NORTH 16°56'17" EAST, 226.13 FEET; THENCE NORTH 05°53'01" EAST, 181.40 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 29,038.98 FEET, AN ARC LENGTH OF 2032.31 FEET, A CHORD BEARING OF NORTH 15°56'42" EAST, 2031.89 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 367.86 FEET, AN ARC LENGTH OF 295.24 FEET, A CHORD BEARING OF NORTH 03°33'35" WEST, 287.38 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 544.69 FEET, AN ARC LENGTH OF 273.69 FEET, A CHORD BEARING OF NORTH 04°32'27" WEST, 270.82 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 4498.37 FEET, AN ARC LENGTH OF 492.97 FEET, A CHORD BEARING OF NORTH 06°29'09" EAST, 492.72 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 426.07 FEET, AN ARC LENGTH OF 192.77 FEET, A CHORD

**EXHIBIT B DESCRIPTION OF INGRESS - EGRESS EASEMENT #1 (CONT.)**

BEARING OF NORTH 19°39'56" EAST, 191.13 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2273.60 FEET, AN ARC LENGTH OF 922.77 FEET, A CHORD BEARING OF NORTH 41°52'46" EAST, 916.45 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1322.08 FEET, AN ARC LENGTH OF 523.58 FEET, A CHORD BEARING OF NORTH 49°33'26" EAST, 520.17 FEET TO A POINT; THENCE NORTH 30°04'14" EAST, 268.65 FEET TO A POINT; THENCE NORTH 49° 11'03" EAST, 367.61 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 205.82 FEET, AN ARC LENGTH OF 155.45 FEET, A CHORD BEARING OF NORTH 72°37'25" EAST, 151.78 FEET TO A POINT; THENCE NORTH 89°18'58" EAST, 1298.69 FEET TO A POINT; THENCE SOUTH 89°38'50" EAST, 1417.36 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 251.26 FEET, AN ARC LENGTH OF 281.55 FEET, A CHORD BEARING OF NORTH 40°16'21" EAST, 267.05 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 10643.73 FEET, AN ARC LENGTH OF 1011.38 FEET, A CHORD BEARING OF NORTH 00°38'12" WEST, 1011.00 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 4375.39 FEET, AN ARC LENGTH OF 702.77 FEET, A CHORD BEARING OF NORTH 04°08'52" EAST, 702.02 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 355.85 FEET, AN ARC LENGTH OF 166.44 FEET, A CHORD BEARING OF NORTH 02°15'09" EAST, 164.93 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 882.60 FEET, AN ARC LENGTH OF 374.03 FEET, A CHORD BEARING OF NORTH 03°26'32" EAST, 371.23 FEET TO A POINT; THENCE NORTH 00°34'57" WEST, 397.48 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 96.36 FEET, AN ARC LENGTH OF 180.21 FEET, A CHORD BEARING OF NORTH 55°02'59" EAST, 155.07 FEET TO A POINT; THENCE SOUTH 75°29'53" EAST, 2954.34 FEET TO A POINT ON THE NATIONAL RESOURCE CONSERVATION SERVICE LEASE LINE ALSO BEING THE POINT OF ENDING.

**EXHIBIT B DESCRIPTION OF INGRESS - EGRESS EASEMENT #2**

TOGETHER WITH AND ALSO A PART OF AN INGRESS-EGRESS EASEMENT THAT MORE OR LESS FOLLOWS THE CENTERLINE OF A FARM ROAD, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 2, RANGE 6 WEST, CHICKASAW BASE LINE AND PRINCIPLE MERIDIAN, DESOTO COUNTY, MISSISSIPPI; THENCE NORTH 89°57'18" WEST, 2638.68 FEET TO A POINT ON THE CENTERLINE OF BYHALIA ROAD (S.R. 304); THENCE NORTH 16°56'17" EAST, 41.80 FEET TO THE NORTH R.O.W. OF SAID BYHALIA ROAD (S.R. 304), SAID POINT BEING THE POINT OF BEGINNING OF A 15 FOOT WIDE ACCESS EASEMENT, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: THENCE NORTH 16°56'17" EAST, 226.13 FEET; THENCE; NORTH 05°53'01" EAST, 181.40 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 29,038.98 FEET, AN ARC LENGTH OF 2032.31 FEET, A CHORD BEARING OF NORTH 15°56'42" EAST, 2031.89 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 367.86 FEET, AN ARC LENGTH OF 295.24 FEET, A CHORD BEARING OF NORTH 03°33'35" WEST, 287.38 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 544.69 FEET, AN ARC LENGTH OF 273.69 FEET, A CHORD BEARING OF NORTH 04°32'27" WEST, 270.82 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 4498.37 FEET, AN ARC LENGTH OF 492.97 FEET, A CHORD BEARING OF NORTH 06°29'09" EAST, 492.72 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 426.07 FEET, AN ARC LENGTH OF 192.77 FEET, A CHORD BEARING OF NORTH 19°39'56" EAST, 191.13 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2273.60 FEET, AN ARC LENGTH OF 922.77 FEET, A CHORD BEARING

**EXHIBIT B DESCRIPTION OF INGRESS - EGRESS EASEMENT #2 (CONT.)**

OF NORTH 41°52'46" EAST, 916.45 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1322.08 FEET, AN ARC LENGTH OF 523.58 FEET, A CHORD BEARING OF NORTH 49°33'26" EAST, 520.17 FEET TO A POINT; THENCE NORTH 30°04'14" EAST, 268.65 FEET TO A POINT; THENCE NORTH 49° 11'03" EAST, 367.61 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 205.82 FEET, AN ARC LENGTH OF 155.45 FEET, A CHORD BEARING OF NORTH 72°37'25" EAST, 151.78 FEET TO A POINT; THENCE NORTH 89°18'58" EAST, 1298.69 FEET TO A POINT; THENCE SOUTH 89°38'50" EAST, 1417.36 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 251.26 FEET, AN ARC LENGTH OF 281.55 FEET, A CHORD BEARING OF NORTH 40°16'21" EAST, 267.05 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 10643.73 FEET, AN ARC LENGTH OF 1011.38 FEET, A CHORD BEARING OF NORTH 00°38'12" WEST, 1011.00 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 4375.39 FEET, AN ARC LENGTH OF 702.77 FEET, A CHORD BEARING OF NORTH 04°08'52" EAST, 702.02 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 355.85 FEET, AN ARC LENGTH OF 166.44 FEET, A CHORD BEARING OF NORTH 02°15'09" WEST, 164.93 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 882.60 FEET, AN ARC LENGTH OF 374.03 FEET, A CHORD BEARING OF NORTH 03°26'32" EAST, 371.23 FEET TO A POINT; THENCE NORTH 00°34'57" WEST, 397.48 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1068.33 FEET, AN ARC LENGTH OF 289.62 FEET, A CHORD BEARING OF NORTH 05°51'05" EAST, 288.73 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 54.22 FEET, AN ARC LENGTH OF 86.28 FEET, A CHORD BEARING OF NORTH 58°28'51" EAST, 77.46 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 164.70 FEET, AN ARC LENGTH OF 162.39 FEET, A CHORD BEARING OF SOUTH 64°30'38" EAST, 155.89 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 28370.40 FEET, AN ARC LENGTH OF 430.71 FEET, A CHORD BEARING OF SOUTH 74°10'57" EAST, 430.71 FEET TO A POINT; THENCE SOUTH 75°22'31" EAST, 1865.30 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 298.22 FEET, AN ARC LENGTH OF 184.84 FEET, A CHORD BEARING OF NORTH 84°24'48" EAST, 181.90 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 177.54 FEET, AN ARC LENGTH OF 151.21 FEET, A CHORD BEARING OF SOUTH 75°40'34" EAST, 146.68 FEET TO A POINT; THENCE SOUTH 65°44'04" EAST, 228.94 FEET TO A POINT ON THE NATIONAL RESOURCE CONSERVATION SERVICE LEASE LINE ALSO BEING THE POINT OF ENDING.